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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **SOUTHERN DIVISION**

11 TOYO TIRE & RUBBER CO., LTD., a  
12 Japanese corporation, and TOYO TIRE  
U.S.A. CORP., a California corporation,

13 Plaintiffs,

14 v.

15 HONG KONG TRI-ACE TIRE CO., LTD.,  
16 a Chinese corporation; TRI-ACE WHEEL  
& TIRE CORPORATION, a Tennessee  
17 corporation; VOMA TIRE  
CORPORATION, a Tennessee corporation;  
18 ITG VOMA CORP., a Tennessee  
corporation; and DOUBLESTAR DONG  
19 FENG TYRE CO., LTD., a Chinese  
corporation,

20 Defendants.  
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Case No: SACV14-0054 CJC (JPRX)

**FINAL JUDGMENT AGAINST  
DEFENDANT DOUBLESTAR DONG  
FENG TYRE CO., LTD.**

22 1. Pursuant to the parties' stipulation, the Court, having made no independent  
23 findings of fact or conclusions of law, orders as follows: Defendant Doublestar Dong Feng  
24 Tyre Co., Ltd. ("Doublestar"), its subsidiaries, affiliates, parents, successors, assigns, officers,  
25 agents, servants, employees, attorneys, and all persons acting in concert or in participation  
26 with it be preliminarily and permanently enjoined from:

27 (1) Infringing or inducing infringement of U.S. Patents Nos. D615,031 ("the  
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1 '031 patent") and D610,975 ("the '975 patent"), and specifically from directly or indirectly  
2 making, using, selling, offering for sale or importing, any products embodying the invention of  
3 the '031 and '975 patents during their terms, without the express written authority of Plaintiffs;

4 (2) Using Toyo Tire U.S.A. Corp.'s, ("TTC's") Open Country M/T ("OPMT")  
5 Trade Dress or any trade dress or tread or sidewall design confusingly similar thereto, for or in  
6 connection with advertising, marketing, promoting, distributing, offering for sale, selling or  
7 importing tires;

8 (3) Using photographs, illustrations, or other depictions of TTC's OPMT Trade  
9 Dress or any trade dress or tread or sidewall design confusingly similar thereto, for or in  
10 connection with advertising, marketing, promoting, distributing, offering for sale, selling or  
11 importing tires;

12 (4) Using any name, mark, designation, product configuration, trade dress, or other  
13 material for or in connection with advertising, marketing, promoting, distributing, offering for  
14 sale, selling or importing tires that are likely to cause confusion, mistake or deception as to  
15 source relative to any of TTR and TTC's names, marks, designations, product configurations,  
16 or trade dress, including but not limited to TTC's OPMT Trade Dress;

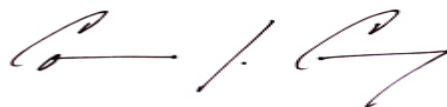
17 (5) Passing off its goods and/or services as those of TTC; and,

18 (6) Engaging in any conduct aimed at or likely to result in diverting business  
19 intended for TTC or injuring TTC's goodwill or business reputation by way of imitation,  
20 misrepresentation, false statements, advertising, fraud and/or deception.

21 2. This Court shall retain jurisdiction over the enforcement of the terms and  
22 conditions of this Consent Judgment, thereby enabling the parties to apply to this Court at  
23 any time for further orders.

24 3. Each party hereto shall bear its own attorney's fees, and Plaintiffs waive any  
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claim for damages against Defendant Doublestar for its actions as set forth herein.



Dated: 3/10/14

United States District Judge